



Nulla Veritas – Tantum Evidentia

VAN CAMP & DEISSNER

ATTORNEYS AT LAW

FEE AGREEMENT

This is a legally binding contract between the client and VAN CAMP & DEISSNER for legal services. The contract consists of 5 pages. Read this agreement and any attachments carefully!

Client Name:	
Address:	E-mail:
Phone:	Home: Work: Contact: Fax:
Nature of Action:	
Approximate Date:	Important! This date could determine the statute of limitations for your case!
Other Party:	
Type of Fee:	<input type="checkbox"/> Personal Injury Contingent Fee Agreement (4 pages)
	<input type="checkbox"/> Flat Fee
	<input type="checkbox"/> Earned Retainer

By signing this page I acknowledge that I have been provided a copy of this fee agreement, including the attachment checked above; that I have had an opportunity to read it and ask questions about it; that I understand the contract and agree to all the terms. This agreement will determine the amount of the fee I pay for the work that is being done for me in my case. There are no other agreements between me and VAN CAMP & DEISSNER, at this time.

Today's Date: _____ Client Signatures: _____

Attorney's Signature: _____

VAN CAMP & DEISSNER
FEE AGREEMENT – CONTINUED

1. WHAT WE WILL DO FOR YOU

You have hired us to represent you on a specific case, which is described on the signature page. **We will exercise our best effort and professional judgment to represent you on this matter.**

Please note that we will not represent you on any other matter unless we discuss and agree to do so. If we do agree to represent you on another matter, this fee agreement will apply to that matter unless we enter into a separate agreement.

Decisions: You as Client will always be consulted as to the general course and direction of the case, and you have final authority as to its disposition. Neither the Attorney nor the Client will settle this case without the other's approval. However, we will make day-to-day, tactical decisions without consulting with you in every situation. Any appeals will only be undertaken with your approval.

Attorneys: When we work on your case, we may have any of the attorneys or support staff at this firm work on the case at our discretion. Also, we may associate with other counsel if we think it is appropriate.

Cooperation: You agree to fully cooperate with us in preparing and resolving your case.

No Guarantees: We have made no promises or guarantees as to your case. We will investigate the claim and if, after investigation, we feel the claim does not appear to have merit, we have the right to cancel this retainer agreement. We may terminate representation upon written notice at any time, and we reserve the right *not* to pursue appeals or post-decision motions as part of this agreement at our sole discretion.

2. FEES AND COST

Contingent Fee: If you agree to pay us a "CONTINGENT FEE," that is a fee that is a percentage of the total, gross, amount recovered on the your behalf, whether by settlement or after an award. **IF THERE IS NO RECOVERY, THE**

ATTORNEY RECEIVES NO FEE! The percentage charged will be as follows:

A. 33 1/3 % if the matter is settled without suit being filed;

B. 40 % if the case is filed or if a demand for arbitration is made;

C. 45% if an appeal is perfected to any Appeals Court.

The gross recovery includes medical and health care obligations that have been incurred by you and which are paid as a part of a settlement or award, including PIP recovery, as well as general damages. Should a structured settlement be obtained, the Client agrees that the Attorneys fees will be computed on the cost, or present value of any future payments, and will be paid in full out of the initial

payment(s) of such structured method of settlement.

Should additional legal procedures be required to collect any judgment that has been obtained, such further work will be charged for in addition to the contingent fee set out above, at an hourly rate of \$250.00 per hour, unless otherwise agreed in writing.

Flat Fee: If you agree to pay a flat fee, that means we will do whatever is reasonably necessary to complete the legal service described on the signature page, and you will be liable only for the amount of that fee. However, we do not agree to do any more than is described, so ask if you have any questions. If you do not pay the full flat fee, we reserve the right to withdraw. Whatever you have paid to that point will be deemed earned. A flat fee imposes risk to both parties: if your case takes more work than expected, we still will do the work. However, if your case requires less work, you will still pay the fee.

Earned Retainer or Earned Fee: Unless we specify otherwise, any fee paid to us is considered to be an earned, nonrefundable retainer. That means that when the money is paid to us, it is deemed to have been earned and we may immediately make use of the money. If we agree it is an *unearned* retainer, then we will place the money in our trust account and we will bill against it for services as they are performed. In general we do not agree to unearned retainers.

Reasonable Fee: All fees must be reasonable, and should a change in circumstances render this agreed fee unreasonable, we will renegotiate the fee or arbitrate if unable to agree, as set out below in section 3.

Assignment: By signing this agreement you *assign* the fee portion of any recovery to VAN CAMP & DEISSNER.

Costs: Costs are payments we are required to make, out of pocket, for such things as copying, witness fees, filing fees and the like. Although we do not get a fee unless we get you money, the ethical rules for lawyers does not permit us to pay your costs. You are agreeing to pay all of the costs of investigation, preparation and trial of the case. Anything out of pocket, like filing fees and witness fees will be your responsibility. In some cases we may be able to *advance* some costs, as long as you understand that you will have to pay them back. We will bill you for costs as they are incurred, even if you can't pay them immediately, and we will impose a service charge of one percent per month on all past due balances. You hereby authorize us to immediately deduct our costs and disbursements from any proceeds recovered. If you give us money for costs before the costs are incurred, which is called a cost deposit, we will hold the money in our Trust Account until needed, and we will pay it out at our discretion. Client agrees attorney may incur routine costs associated with client's case and pay them from the Cost Deposit, without requiring specific permission as to each cost. However, we will consult with you before incurring unusually large costs. Any excess funds advanced, if any, will be returned to you at your request or

upon the completion of the case.

Accounting: Upon the conclusion of our representation, a "Final Settlement Statement" will be prepared and given to you showing all money received and disbursed. By signing that document you will ratify our action in settling and approve the fee and costs, so read it carefully.

Power of Attorney: Client further authorizes the Attorney to sign on his/her behalf, any settlement drafts or instruments and to place the same for collection: This agreement comprises a power of attorney for that purpose.

3. CHANGE OF ATTORNEY

Sometimes a client may decide to change attorneys, or we may decide not to pursue a case.

If We Withdraw: If we choose not to pursue a case, we will not charge any further fee unless otherwise agreed. You will still be responsible for any costs incurred.

If You Change: If the Client chooses to terminate the Attorney-Client relationship for any reason, prior to the settlement or resolution of the case, the Client will be responsible for payment of a fee as follows:

Reasonable Fee: An Attorney's fee based upon the reasonable amount of time incurred by the lawyer as of the termination. The parties' agree that a reasonable hourly rate for the work done shall be:

Russell Van Camp, Dustin Deissner or Lori Freund, \$ 250.00 per hour;
Any other lawyer, \$ 175.00;
Paralegals, \$ 75.00.

Contingency upon substantial completion: The appropriate contingent fee percentage of the largest offer of settlement received as of the time of termination, if the matter was "substantially completed" or we so agree. Attorney will not maintain contemporaneous time records, and will base its claim for fees on a good faith estimate of the time expended based upon reconstruction.

Costs: The Client will continue to be responsible for all costs and disbursements advanced, and those amounts shall be due and payable immediately upon such termination of the relationship.

Attorneys Lien: The Attorney 's Fee shall constitute a *lien* against any subsequent settlement of, or judgment rendered in the case; no matter whose hands those funds are in.

Indemnification: The client agrees to *indemnify* and *hold harmless* the Attorney from any guarantee or client-cost items incurred before the change of attorney.

File Documents: The Client agrees that his file documents belong to the attorney, who shall retain a copy of the documents even if representation is terminated. The cost of copying, in order to provide the file to the client or to another attorney, shall be charged to and paid by the client prior to release of the file.

Security Interest: The Client further agrees that this document creates a security interest in favor of the Attorney, in the amount of the fees due hereunder, against any funds generated as a result of this claim in the hands of any party. The attorney may elect at any time to file and record a Uniform Commercial Code document notifying the public of this interest, and may use any of the mechanisms of the Uniform Commercial Code to collect anything hereby due the attorney.

Other Cases: If we are representing Client in matters other than those specifically set out in this fee agreement, for which no separate written fee agreement has been entered, the client agrees to pay an hourly fee for our efforts.

If we have a dispute over the fees due under this agreement, both parties agree that the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association. Venue for the arbitration shall be in Spokane, WA.

4. COMMUNICATION

Address: Client agrees that all correspondence shall be sent to their address written on the signature page: Client agrees further that should their address change, they will immediately notify the Attorney of the new address and do so in writing. In the event they fail to do so, the Attorney is to be held harmless and not responsible for any correspondence which is as a result undeliverable and thus not received by the Client.

Copies: Attorney will not send copies of all routine matters unless otherwise agreed, in which case postage and copying will be charged to client as costs.

5. PAYMENT GUARANTEES TO THIRD PARTIES

Authority to Guarantee: The Client agrees to, and authorizes the Attorney to execute for them and on their behalf, "guarantees and assurances of payment" for any billings for medical and health care provided to the Client, if such are acceptable to the providers, or for expert witnesses. Such shall be in writing and made a part of the file.

Mandatory Payment: Once we guarantee or assure payment, the payment *shall* be paid from any settlement or judgment recovered on Client's behalf, second in priority only to the payment of the Attorneys Fees.

Client may not rescind such guarantees once made.

This agreement is not intended to be in conflict with any applicable law or ethical rule. Should any provision herein be interpreted to be so in conflict, that provision is hereby declared void
